



UNHCR

United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les réfugiés

DATE: 26/04/2013

INVITATION TO BID: No. UNHCR/SMS/SISS/2013/ITB/19/GENERATORS/GA

**FOR THE ESTABLISHMENT
OF A FRAME AGREEMENT FOR THE SUPPLY OF:**

POWER GENERATORS

CLOSING DATE AND TIME: 19/05/2013 – 23:59 p.m. CET

INTRODUCTION TO UNHCR

The Office of the United Nations High Commissioner for Refugees was established on December 14, 1950 by the United Nations General Assembly. The agency is mandated to lead and co-ordinate international action to protect refugees and resolve refugee problems worldwide. Its primary purpose is to safeguard the rights and well-being of refugees. It also has a mandate to help stateless people.

In more than five decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 6,600 people in more than 120 countries continues to help about 38 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environment, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations please see <http://www.unhcr.org>.

1. REQUIREMENTS

The Office of the United Nations High Commissioner for Refugees (UNHCR), Global Service Center, Budapest, invites qualified suppliers and manufacturers to make a firm offer for the establishment of Frame Agreement(s) for the supply of Power Generators with different capacities (indicated in Annex A) for its operations globally, mainly in Africa and in the Middle East. Amongst the requesting countries you can find: Democratic Republic of Congo, Burundi, Chad, Sudan, Uganda, Kenya, Yemen, Tanzania, Guinea, Liberia, Nepal, Pakistan, Algeria, Cameroon, etc.

IMPORTANT: The minimal technical requirements / specifications of generators and the details of UNHCR delivery requirements are detailed in the Terms of Reference (TOR) under Annex A of this document.

UNHCR may award Frame Agreement(s) with initial duration of 2 (two) years, potentially extendable for a further period of 1 (one) year, for supplying its operations globally. The successful bidders will be requested to maintain their quoted price model for the duration of the Frame Agreement(s).

As an indication, please find below the quantities purchased during 2011 and 2012:

Power rate: Qty (pcs):

5 KVA	15
10 KVA	45
15 KVA	50
20 KVA	22
25 KVA	57
30 KVA	16
40 KVA	53
50 KVA	13
60 KVA	48
70 KVA	3
80 KVA	3
100 KVA	31
150 KVA	8
225 KVA	2
250 KVA	1
400 KVA	1

Please note that figures have been stated in order to enable bidders to have an indication of the projected requirements. It does not represent a commitment that UNHCR will purchase the above quantity. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against the Frame Agreement.

Other United Nations Agencies, Funds and Programmes shall be entitled to the same prices and terms as those contained in the offers of the successful bidders and could form the basis for a Frame Agreement with other UN Agencies.

IMPORTANT: When a Frame Agreement is awarded, either party can terminate the agreement only upon 90 days (3 months) notice, in writing to the other party.

The initiation of conciliation or arbitral proceedings in accordance with **article 18** "settlement of disputes" of the UNHCR General Conditions of Contracts for provision of Goods and Services shall not be deemed to be a "cause" for or otherwise to be in itself a termination clause.

It is strongly recommended that this Invitation to Bid document and its annexes be read thoroughly. Failure to observe the procedures laid out therein may result in disqualification from the evaluation process.

QUALITY CONTROL THROUGHOUT THE FRAME AGREEMENT:

UNHCR will carry random quality inspections, including specific selected criteria for laboratory test to products or items selected by UNHCR or by an independent surveyor appointed by UNHCR from samples selected during production, upon departure, loading, unloading, arrival to destination or from any storage location. The cost of the quality control inspections and laboratory tests will be covered by UNHCR.

In cases of supplier's quality default, in addition to the good's PO penalty clauses, the inspection and laboratory cost will be charged to the supplier.

Sub-Contracting: Please take careful note of article 4 of the attached General Terms and Conditions (Annex E).

Note: this document is not construed in any way as an offer to contract with your firm.

2. BIDDING INFORMATION:

2.1. ITB DOCUMENTS

The following annexes form integral part of this Invitation to Bid:

- Annex A: Terms of Reference (TOR)
- Annex B: Technical offer form
- Annex C/1: Financial offer form for prime power generators
- Annex C/2: Financial offer form for stand-by power generators
- Annex D: Vendor registration form
- Annex E: General Conditions for Provision of Goods and Services (2010 Version)

2.2 ACKNOWLEDGMENT

We would appreciate you informing us of the receipt of this ITB by return e-mail to ANDRASI@unhcr.org as to:

- Your confirmation of receipt of this invitation to bid.
- Whether or not you will be submitting a bid.

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification in respect of this ITB by e-mail to Mr. Gabor Andrasi, *Supply Associate* at ANDRASI@unhcr.org . **The deadline for receipt of questions is 23:59 p.m. CET on 05/05/2013**

IMPORTANT: Please note that Bid Submissions are **not** to be sent to the e-mail address above. Bid Submissions sent directly to the e-mail address above will result in disqualification of the offer.

UNHCR will compile the questions received and respond to these to all suppliers and will post them on both UNHCR and UNGM websites.

2.4 YOUR OFFER

Your offer shall be prepared in English. Please submit your offer in excel and pdf format as well with using the Annexes provided.

Offers not conforming to the requested formats may be not taken into consideration.

The offer should cover the supply of at least one of the categories (Category 1 or Category 2) of the generators or the full range of generators as provided in Annex A.

IMPORTANT: Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other UNHCR staff other than the submission e-mail address will result in disqualification of the offer. Please send your bid directly to the address provided in the "Submission of Bid" (section 2.5) of this ITB.

Your offer shall comprise the following two sets of documents:

- Technical offer
- Financial offer

IMPORTANT: Please note that the General Conditions for provision of Goods and Services (Annex E) will be strictly adhered to for the purpose of any future contract. **The Bidder must confirm the acceptance of these terms and conditions in writing.**

2.4.1 **Content of the TECHNICAL OFFER**

IMPORTANT: No pricing information should be included in the Technical offer. Failure to comply may risk disqualification. The technical offer should contain all information required. The technical offer should contain the filled **Annex B** in excel and pdf format.

The minimal technical requirements of the products requested by UNHCR can be found in **Annex A**.

Your technical offer should clearly state whether or not the goods you are offering are fully conforming to the technical specifications given. Clearly state and disclose any discrepancies with the specifications given.

The following details shall also be provided in the Technical Offer.

After sales service: Your technical offer should include the confirmation of availability of after sales service and existing company representation worldwide.

Packing and container utilization details: The technical offer shall clearly indicate the packing and transport options (e.g. weight, volume, etc.) in compliance with the packing and transport requirements part of **Annex A** to this ITB. (These are minimum packaging requirements, however suppliers are encouraged to propose alternative options for better container utilization).

Delivery Time: The bidder shall state the estimated delivery lead time.

Spare parts: The technical offer shall clearly indicate the list of spare parts provided with the generators.

Shelf life and usable lifespan: The bidder shall clearly state the recommended shelf life of the product, as well as the usable lifespan, i.e. the recommended usage period.

Inspection: Inspection and laboratory testing of goods will be applicable and will be advised at the time of purchase. The inspection will be arranged and paid for by UNHCR. Please note that inspection charges resulting from the supplier's default will be charged directly to the supplier.

Batch and Supplier Identification Marks: The successful bidders will be expected to a fix non-removable and permanent marking on each individual item clearly identifying the production batch and the supplier. Your technical offer should contain the details on how you would implement such markings

Country of Origin of the Supplier and place of Manufacture:

The technical offer shall state the country in which the supplier is registered as well as the country and place of manufacture of the products clearly identifying the factory address.

Warranty: The bid shall include defects and liability period with terms of warranty.

Certificate: If available, the bidder shall submit a copy of internationally recognized quality certificate of the manufacturing company together with a copy of quality certificate for the finished product.

Vendor Registration Form: If your company is **not** already registered with UNHCR, you should complete, sign and submit with your technical proposal the Vendor Registration Form (**Annex D**).

2.4.2 Content of the FINANCIAL OFFER

Your separate **Financial offer** must contain an overall offer in a single currency, either in US Dollars, Euros or in the currency of your company's country.

Unit costs: the bidder shall quote the unit price FCA/FOB naming the locations respectively. Any quantity or other discounts (e.g.: volume discounts) shall be clearly indicated.

Incoterms: The International Chamber of Commerce Incoterms 2010 shall apply for this ITB and for any resulting purchase orders(s).

You are requested to hold your offer valid for 90 days from the deadline for submission. UNHCR will make its best effort to select a company within this period. The pricing model quoted in the Supplier's offer will remain valid for the duration of the Frame Agreement. UNHCR's standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order.

UNHCR is exempt from all direct taxes and customs duties. With this regards, price has to be given without VAT.

You are requested to hold your offer valid for 90 days from the deadline for submission. UNHCR will make its best effort to select a company within this period. The pricing model quoted in the Supplier's offer will remain valid for the duration of the Frame Agreement.

UNHCR's standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order.

The cost of preparing a bid and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

2.5 SUBMISSION OF BID: Deadline: 19/05/2013, 23:59 p.m. CET.

The offers must bear your official letter head, clearly identifying your company.

Bids should be submitted by e-mail and all attachments should be in PDF format. (Annex B and Annex C should be attached in Excel format as well). The Technical and Financial offers shall be clearly separated.

Bid must be sent by e-mail ONLY to: HQSMSBID@unhcr.org

You should receive an automatic response confirming that your e-mail has been well received. Please pay attention that in case you do not receive an automatic confirmation that means your e-mail has not been received by UNHCR.

IMPORTANT: The technical offer and financial offer are to be sent in separate e-mail messages. Failure to do so may result in disqualification. Please indicate clearly in the e-mail subject the title of the attachment, i.e. Technical or Financial offer. In the subject of the e-mail, please indicate the total number of e-mails (files) to be send, e.g. 1 of 3, 2 of 3, 3 of 3.

IMPORTANT: Any bid received after this date or sent to another UNHCR address may be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders simultaneously. Please note that during peak hours, some of the e-mail might not be received, it is your responsibility to verify that all e-mails have been received properly before the deadline.

Please be aware of the fact that the e-mail policy employed by UNHCR limits the size of attachments to a maximum of **5Mb** so it may be necessary to send more than one e-mail for the whole submission.

Please indicate in e-mail subject field:

- Bid Number
- Name of your firm with the title of the attachment
- Number of e-mails that are sent.

UNHCR will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that sufficient information is available, the bidder shall furnish, as part of the bid, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.

IMPORTANT: The **Financial offer** will only be opened for evaluation if the supplier's **Technical part of the offer** has passed the test and has been accepted by UNHCR as meeting the minimal technical specifications.

2.6 BID EVALUATION:

2.6.1 Supplier Registration:

The qualified suppliers will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form and supporting documents. The investigation involves consideration of several factors such as:

- Financial standing,
- Core business,
- Track record,
- Contract capacity,
- Environmental/social sustainability policy.

This will be followed later by performance evaluation as a supplier such as:

- Ability to respond quickly to UNHCR's needs,
- Timely delivery,
- Dependability of products and services.

2.6.2 Technical and Financial evaluation:

All bids from pre-qualified suppliers will be evaluated based on:

- Unit cost FOB/FCA (named place)
- Delivery capacity.

For evaluation purposes only, the offers submitted in currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the date the submissions are due.

2.7 BID ACCEPTANCE:

UNHCR reserves the right to accept your bid for one or for both generator categories (Category 1 / Category 2) as provided in Annex A.

UNHCR may at its discretion increase or decrease the proposed content when awarding the contract and would not expect a significant variation of the rate submitted. Any such increase or decrease in the contract duration would be negotiated with the successful bidder as part of the finalization of the Purchase Orders for Goods.

UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that UNHCR is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency and best value for money.

2.8 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued as a result of this ITB will be made in the currency of the winning offer(s). Payment will be made in accordance to the General Conditions for the Purchase of Goods and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner.



Signature
Fabrizio Bertora,
Senior Supply Officer
Procurement Management and Contracting Service
UNHCR Global Service Centre

TERMS OF REFERENCE (TOR)

1. UNHCR is seeking a strategic partnership with a commercial company which has the capability to provide power generator sets and accessories, as well as technical advice and assistance in installation, regular routine maintenance, major repair and training through confirmed worldwide service to the UNHCR field operations. The successful bidder should be able to integrate in the UNHCR supply chain in a value added manner beyond simple sale of generator sets and accessories, enabling UNHCR to reduce the response time for emergency required generator sets deliveries on one hand, while maintaining a defined maximum lead time for delivery of standard orders.

2. UNHCR has requirements for the following ranges of generator sets:

Category 1:

Generators 5 – 25 KVA prime power (air cooled) as listed in Annex C/2

Category 2:

a) Generators 30 – 600 KVA stand-by power (water cooled) as listed in Annex C/1

b) Generators 30 – 600 KVA prime power (water cooled) as listed in Annex C/2

3. The products offered should comply to the extent possible (determined by the manufacturer's and industry standards, as well as the generator's power rating) to the following general specifications:

- **Engine:** heavy duty diesel engine (air or water cooled); single brand in each category
- **Electrical System:** 12 volt DC;
- **Engine Filtration System:** Dry air filters and cartridge type fuel filters and full flow lube oil filters. All filters to have replaceable elements.
- **Alternator:** Screen protected and drip proof, self-exciting, self-regulating brushless alternator with fully interconnected damper windings, cooling system and sealed-for-life bearings.
- **Insulation System:** All windings to be impregnated in a triple dip thermo-setting moisture, oil and acid resisting polyester or vacuum impregnated with a special polyester resin. Heavy coat of anti-tracking varnish for additional protection against moisture or condensation.
- **Automatic Voltage Regulator:** Fully sealed automatic voltage regulator maintains the voltage within the limits of 1.5% from no load to full load including cold to hot variations at any power factor between 0.8 lagging and unity and inclusive of a speed variation of 4.0%. Nominal adjustment is by means of a trimmer incorporated in the AVR.
- **Control System:** Base frame mounted manually operated control panel of fabricated sheet steel construction with a hinged lockable door. The control panel to be isolated from vibration and comprised of the following instrumentation and controls:- Oil pressure gauge, water temperature gauge, battery charge ammeter, voltmeter and selector switch, ammeter and selector switch, frequency meter and hours counter. A key start control module and emergency stop button to be fitted as standard.
- **Shutdown Protection Devices with Indicators for:** High coolant temperature and low oil pressure.
- **Fuel System:** The base frame design to incorporate an integral fuel tank with a capacity of approx. 8 hours for air cooled generators and 12 hours for water cooled generators. The tank to be supplied complete with level indicator, fuel fill cap, bosses for vent, drain and remote fuel tank connections and fuel feed and return lines to engine.

- **Cooling Radiator:** Radiator and cooling fan complete with protection guards, designed to cool the engine at specified output, in air-on temperatures up to 50°C (122°F). Coolant drain valve fitted as standard.
- **Exhaust system:** Heavy duty industrial capacity exhaust silencer. Stainless steel exhaust bellows.
- **Starting system:** 12 volt system with battery charging alternator, axial type starter motor, high capacity maintenance free lead acid starting battery, battery rack mounted on the generator set base frame and heavy duty interconnecting cables with terminations.
- **Mounting arrangement:**
 - Base frame:** The complete generator set to be mounted as a whole on a heavy duty fabricated, welded steel base frame. The base frame to incorporate specially designed lifting eyes and apertures for either slings or fork-lift operation.
 - Coupling:** The engine and alternator to be directly coupled so that there is no possibility of misalignment after prolonged use. The engine flywheel to be flexibly coupled to the alternator rotor and a full torsional analysis to be carried out to guarantee no harmful vibration will occur in the assembly.
 - Anti-Vibration Mounts:** Anti-vibration mounts to be fixed between engine/alternator feet and the base frame, ensuring complete vibration isolation of the rotating assemblies.
 - Safety Guards:** The fan, fan drive and battery charging alternator drive to be fully guarded for personnel protection. Guard to protect the radiator core from accidental damage.
- **Canopy:** Entire unit shall be enclosed in a steel, sound and weather-proof canopy for outdoor use. The canopy should be supplied with lockable door and window to view control panel. The canopy should be in white color clearly marked with "UNHCR" logo in blue letters and underneath the logo the words: The UN Refugee Agency. Minimum height of the letters to be 200 mm. The letters to be proportional to the actual size of the canopy to ensure maximum visibility. Weight of the entire unit to be marked on the canopy together with PO (purchase order) number. Inside canopy door, a label should be affixed giving generator power (KVA), weight, dimensions, engine number, serial number, year of manufacture and manufacturer's name, address and contact numbers.
- **Spare parts:** Complete list of spare parts for 2,000 hours continuous use to be included, tool kit for maintenance/repair, user manual, circuit wiring diagrams, commission/fault finding instruction leaflets and test certificate all in English. 30 m cable with area corresponding to power output. Cable type "NIVCV-U" (PVC/SWA/PVC) approved for permanent installation above and below ground
- **Transportation:** Generator units must be able to withstand transport on trucks over long distances on rough road conditions.
- **Documentation:** A full set of operation and maintenance manuals and circuit wiring diagrams to be supplied with each generator set.
- **Factory Tests:** The generator set to be load tested before dispatch. All protective devices, control functions to be simulated and the generator and its systems checked, proved and then passed for dispatch. A test certificate to be provided as standard.
- **Packing:** Goods to be packed in strong wooden crates lined with waterproof paper. Case should be designed to facilitate lifting/moving by hand pallet truck, fork lift and crane. Packing list to be affixed outside the crate in proper waterproof envelope. For shipment by air, the generators to be individually wrapped in bubble wrap. The markings on the packing to be as per the purchase order, minimum height of letters 200 mm including dimensions/weight/capacity clearly marked on crate. Typical standard markings are as follows:
UNHCR LOGO
THE UN REFUGEE AGENCY
CONSIGNEE NAME
PURCHASE ORDER NUMBER
PROJECT NUMBER

CONSIGNEE DESTINATION
PRODUCT DESCRIPTION

4. Please make particular mention of any divergence to the requested specifications, indicating if these are considered equivalent or better than the requested specifications.
5. The offers have to include the following:
 - a) the complete requested range of air cooled or
 - b) the complete requested range of water cooled generators or
 - c) all of the above generators.
6. Freight arrangements:
UNHCR may request suppliers for the transport of the ordered generator(s) up to the final destination. If applicable to the purchase order(s) arising from the frame agreement(s) for generators, shipments may be taken over by UNHCR's forwarder from FCA supplier's works. In this case the generators should be handed over to UNHCR's designated freight forwarder containerized.
7. Kindly advise if discount is given for several units. If so, please provide the percentage of discount per range of quantities.
8. Prices should also be given for manual and automatic changeover switch for each generator model offered.
9. Please use the attached forms to submit your technical and financial offers:

ANNEX B for your technical offer

ANNEX C/1 for your financial offer for stand-by power generators

ANNEX C/2 for your financial offer for prime power generators

ANNEX B - TECHNICAL OFFER

[illegible]

ANNEX C/1 - FINANCIAL OFFER FORM - FOR PRIME POWER GENERATORS

Please indicate currency and incoterm

No.	Generator power rate (KVA)	Type	Engine/Alternator	Manual changeover switch	Spare parts for 2000 hrs (including 30m cable and tool kit)	Packaging cost per unit	Total unit cost	Automatic changeover switch	Validity of the offer	Payment terms (days)	Quantity
				(currency)		(currency)	(currency) (FCA of FOB)	(currency)			Qty (pcs)

CATEGORY 1: 5 – 25 KVA AIR-COOLED

1											
2											
3											
4											
5											

CATEGORY 2: 30 – 600 KVA WATER-COOLED

1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											

DISCOUNT:	Percent:	For single order greater than (value):

Point of loading (FCA supplier's work):

Company name:

company stamp

Name and contacts of company representative:

discount

Percentage
(%)

[illegible]

ANNEX C/2 - FINANCIAL OFFER FORM - STAND-BY POWER GENERATORS

Please indicate currency and incoterm

No.	Generator power rate (KVA)	Type	Engine/Alternator	Manual changeover switch	Spare parts for 2000 hrs (including 30m cable and tool kit)	Packaging cost per unit	Total unit cost	Automatic changeover switch	Validity of the offer	Payment terms (days)	Quantity
				(currency)		(currency)	(currency) (FCA of FOB)	(currency)			Qty (pcs)

CATEGORY 2: 30 – 600 KVA WATER-COOLED

1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											

DISCOUNT:	Percent:	For single order greater than (value):

Point of loading (FCA supplier's work):

Company name:

company stamp

Name and contacts of company representative:

/ discount

Percentage (%)

[illegible]



UNHCR VENDOR REGISTRATION FORM – (Rev. Feb 10)

Section 1: Company Details and General Information

1. Name of Company:	
2. Street Address: Postal Code: City: Country:	3. P.O. Box and Mailing Address:
4. Tel:	5. Fax:
6. Email:	7. WWW Address:
8. Contact Name and Title:	
9. Email:	
10. Parent Company (Full legal / officially registered company name):	
11. Subsidiaries, Associates - name, city, country (attach a List if necessary):	
12. International Offices/Representation (Countries where the Company has local Offices/Representation):	
13. Type of Business (Mark one only): Corporate/ Limited: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other (specify):	
14. Nature of Business: Manufacturer: <input type="checkbox"/> Authorised Agent: <input type="checkbox"/> Trader: <input type="checkbox"/> Consulting Company: <input type="checkbox"/> Other (specify):	
15. Year Established:	16. Number of Full-time Employees:
17. Licence no./State where registered:	18. VAT No./Tax I.D.:
19. Technical Documents available in: English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) _____	
20. Working Languages: English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) _____	

Section 2: Banking Information

- | | |
|---|---------------------------------------|
| 21. Bank Name: | 22. Branch Name: |
| 23. Branch Address: | 24. Tel. number: |
| | 25. Fax number: |
| 26. Bank Account Number: | 27. Account Name: |
| 28. Account currency: | 29. Swift/Bank Identifier Code (BIC): |
| 30. International Bank Account Number (IBAN): | |
| 31. Routing Bank details (if applicable): full details to be provided as per above | |
| If multiple bank accounts exist that may be relevant to UNHCR, please provide details for each account. | |

Section 3: Technical Capability and Information on Goods / Services Offered

32.. Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):

33. For Goods only, do those offered for supply conform to National/International Quality Standards?

Yes ☐

No ☐

34. List below up to a maximum of ten (10) of your core Goods/Services offered:

Description (one Line for each Item)	National/International Quality Standard to which Item conforms

Section 4: Experience

35. Annual Value of Total Sales for the last 3 Years:

Year ____: USD _____ Year ____: USD _____ Year ____: USD _____

36. Annual Value of Export Sales for the last 3 Years:

Year ____: USD _____ Year ____: USD _____ Year ____: USD _____

37. If available, please provide a copy of the company's latest annual or audited Financial Report. Please note that the latest audited financial report may be requested in case of a contract with UNHCR.

Do you have outstanding bankruptcy, judgment or pending legal action that could impair operating as a *going concern*? Yes ☐ No ☐

If available, please provide Credit Rating by Dun and Bradstreet or equivalent:

38. Recent Contracts with the UN and/or other International Aid Organizations:

<u>Organization:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>	<u>Destination:</u>
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____

39. To which Countries has your Company exported and/or managed Projects over the last 3 Years?

Section 5: UN Global Compact Initiative

40. Is your company aware of the UN Secretary General's Global Compact initiative, which can be viewed at <http://www.unglobalcompact.org>?

Yes ☐ No ☐

If yes, have you signed up to this initiative or are you going to sign up to? Please state:

Section 6: Environment

41. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)

Yes ☐ No ☐

42. Write down the name, qualification and contact details of your company's environmental focal point.

Name: _____ Qualification: _____ Telephone: _____ Email: _____

43. Does your organisation hold any accreditation such as ISO 14001 related to the environment?

Yes ☐ No ☐ If yes, please attach a copy.

Section 7: Anti Personnel Mines

44. By signing this VRF, potential vendor warrants and represents that neither it, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) is engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Please confirm by answering Yes or No below.

Yes ☐ No ☐ Any breach of this clause may lead to the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

Section 8: Child Labour

45. By signing this VRF, potential vendor warrants and represents that it is not engaged in any practice inconsistent with the Rights set forth in the Convention on the Rights of Child which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Do you agree with this?

Yes ☐ No ☐ Any breach of this clause may result in the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

Section 9: Official not to benefit

46. By signing this VRF, potential vendors confirm that they have read, understood and will comply with the UNHCR policy on the "zero tolerance" that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm.

Yes ☐ No ☐ Any breach of this clause may lead to the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

Section 10: Others

47. Please list any Disputes your Company has been involved in with UN Organizations over the last 3 Years:

48. List any National or International Trade or Professional Organizations of which your Company is a Member.

49. Is your company already registered with the United Nations Global Marketplace (UNGM)? If so, please provide registration number.

50. Certification:

I, the undersigned, hereby accept the UNHCR General Conditions, a copy of which has been provided to me, and warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

51. **Self Declaration:** I, the undersigned, declare that:

(a) Our company is not involved in any fraudulent or corrupt activities and has not been in the past, and is not currently under any investigation for any such activities which would render our company unsuitable for business dealing with UNHCR.

(b) Our company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 (www.un.org/sc/committees/1267/consolist.html).

(c) Our company is not on, or associated with a company or individual that are subject to the list of Independent Inquiry Committee into United Nations Oil-for-food programme (www.iic-offp.org).

(d) Our company is not currently removed, invalidated or suspended by any other UN Headquarters, or Field Offices or any other UN Agencies (including the World Bank)

Name:
Signature:

Functional Title:
Date:

Please mail completed form to*:

**United Nations High Commissioner for Refugees
Supply Management Service HQSF00
Chief, Procurement & Contracts Section
Ipoly utca 5a/b/c
1133 Budapest
Hungary**

***Registration form to be returned to the relevant UNHCR Office**

Companies that are registered with UNHCR and that have no purchase history over three years shall be inactivated. UNHCR may require new registration documentation from suppliers in case new business opportunity appears.

INSTRUCTIONS FOR COMPLETION

The form should be typewritten in uppercase and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

Section 1:

1. Full name of company.
2. Full street address.
3. Full mailing address (including P.O. Box, if any).
4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. Email address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Provide email address of contact person.
10. Full legal name of parent company, if any.
11. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries & associates if any.
12. Please provide countries where the company has local offices or representation.
13. Please tick one box. If other; please specify.
14. Please tick one box. If other; please specify. If the company is a manufacturer of some products and a trader/agent of others which they do not manufacture, both boxes should be ticked.
15. Indicate the year in which the organization was established under the name shown in Item 1.
16. Indicate the total number of full-time personnel in the company.
17. Provide the license number under which the company is registered, or the State where it is registered.
18. Provide the VAT number or Tax I.D. of the company.
19. Please tick the boxes for which languages the company is able to provide technical documents. Please specify other languages.
20. Please tick the boxes for which languages the company is able to work in. Please specify other languages.

Section 2:

21. Full name of bank.
22. Name of branch.
23. Address where branch is located.
24. Telephone number, including correct country and area codes.
25. Fax number, including country and area codes.
26. Number of the company account.
27. Name in which the account is held (**important:** this should be the company name).
28. Currency of the account.

29. Swift code for the account.

30. International Bank Account Number (IBAN).

31. Should a routing be required for international payments, please provide full details of intermediate bank(s).

Section 3:

32. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.

33. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.

34. Please list up to 10 of the core goods/services offered. For each item, list the National/International Quality Standard to which it conforms.

Section 4:

35. Provide the total annual sales for the organization for the last 3 financial years in USD.

36. Provide the total export sales for the organization for the last 3 financial years in USD.

37. Please provide a copy of your most recent annual report or audited financial report. Please tick 'yes' or 'no' to reflect whether your company has any outstanding bankruptcy, judgment or pending legal action that could impair operating as a going concern? If available, provide a rating by Dun and Bradstreet or equivalent (specify which).

38. Enter the name(s) of UN organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 5 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts may be required, e.g. copies of purchase orders.

39. List export markets, in particular, all developing countries to which your company has exported over the last 3 years.

Section 5:

40. Please confirm if your company is aware of the UN Global Compact Initiatives – ten universally accepted principles of Human Rights, Labour, Environment and Anti-Corruption – by marking Yes or No. Also, please state if you have signed up to this initiative or you intend to do so.

Section 5:

41. The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.e. towards promoting environmental sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.

42. Provide the name, qualification and contact details (e-mail and telephone) of your environmental focal point.

43. Please indicate if your organisation holds any accreditation such as ISO 14001 related to the environment. If so, please enclose copies of such certification.

Section 7:

44. UNHCR expects all suppliers with whom it does business with to obey with the non-engagement in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. Please mark yes if you are in agreement and no if otherwise.

Section 8:

45. UNHCR expects all suppliers with whom it does business with to obey with the non-engagement in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, the International Labour Organization (ILO) Minimum Age Convention or the Prohibition and Immediate Elimination of the Worst Forms of Child Labour Convention. Please mark yes if you are in agreement and no if otherwise.

Section 9:

46. Official benefits: UNHCR adopted "zero tolerance" policy that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm your acceptance by answering Yes or No if otherwise.

Section 10:

47. List all disputes with UN organizations which your organization has been involved in over the last 3 years. If more space is required, please use a separate sheet.

48. Provide details of all national and international trade or professional organizations to which your company belongs.

49. UNHCR accepts UNGM-registered companies into its database, subject to submitting a hardcopy of a complete set of vendor registration form with necessary attachments. The registration number provided by UNGM should be given.

50. Please read carefully the enclosed UNHCR General Term and Conditions, as signing of the form signifies acceptance. The form should be signed by the person completing it and their name and title should be typed, along with the date.

51. Please sign a self declaration stating that:

- (a) Your company is not involved in any fraudulent and corrupt activities and has not been in the past, and is not currently under any investigation for such activities which would render your company unsuitable for business dealing with UNHCR.
- (b) Your company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 (www.un.org/sc/committees/1267/consolist.html)
- (c) Your company is not on, or associated with a company or individual that are subject to the list of Independent Inquiry Committee into United Nations Oil-for-food programme (www.iic-offp.org)
- (d) Your company is not currently removed, invalidated or suspended by the UN Headquarters or any of its field offices or any other UN agency Headquarters or any of their field offices.

GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Office of the High Commissioner for Refugees (“UNHCR”) and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, UNHCR, as a subsidiary organ of the United Nations, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNHCR, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNHCR in connection with the performance of its obligations under the Contract. Should any authority external to UNHCR seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNHCR in writing and provide all reasonable assistance required by UNHCR. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNHCR, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNHCR.
3. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UNHCR by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
 - 3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
 - 3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNHCR, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
 - 3.3 At the option of and in the sole discretion of UNHCR:
 - 3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNHCR prior to such personnel’s performing any obligations under the Contract;
 - 3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNHCR prior to such personnel’s performing any obligations under the Contract; and,
 - 3.3.3 in cases in which, pursuant to Article 3.3.1 or 3.3.2, above, UNHCR has reviewed the qualifications of such Contractor’s personnel, UNHCR may reasonably refuse to accept any such personnel.
 - 3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
 - 3.4.1 UNHCR may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

3.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNHCR, which shall not be unreasonably withheld.

3.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

3.4.5 Any request by UNHCR for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNHCR shall not bear any liability in respect of such withdrawn or replaced personnel.

3.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNHCR officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of UNHCR with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNHCR shall:

3.6.1 undergo or comply with security screening requirements made known to the Contractor by UNHCR, including but not limited to, a review of any criminal history;

3.6.2 when within UNHCR premises or on UNHCR property, display such identification as may be approved and furnished by UNHCR security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNHCR for cancellation.

3.7 Not less than one working day after learning that any of Contractor's personnel who have access to any UNHCR premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNHCR about the particulars of the charges then known and shall continue to inform UNHCR concerning all substantial developments regarding the disposition of such charges.

3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNHCR premises or on UNHCR property shall be confined to areas authorized or approved by UNHCR. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNHCR premises or on UNHCR property without appropriate authorization from UNHCR.

4. ASSIGNMENT:

4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNHCR. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNHCR. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of UNHCR. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNHCR.

- 4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:
- 4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,
 - 4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,
 - 4.2.3 the Contractor promptly notifies UNHCR about such assignment or transfer at the earliest opportunity; *and*,
 - 4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNHCR following the assignment or transfer.
5. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNHCR. UNHCR shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNHCR reasonably considers is not qualified to perform obligations under the Contract. UNHCR shall have the right to require any subcontractor's removal from UNHCR premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
6. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNHCR. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.
7. **PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:
- 7.1 **DELIVERY OF GOODS:** The Contractor shall hand over or make available the goods, and UNHCR shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNHCR such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNHCR in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNHCR.
 - 7.2 **INSPECTION OF THE GOODS:** If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNHCR when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNHCR or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNHCR or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.
 - 7.3 **PACKAGING OF THE GOODS:** The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the

Contract or Purchase Order number and any other identification information provided by UNHCR as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

- 7.4 TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNHCR receives all necessary transport documents in a timely manner so as to enable UNHCR to take delivery of the goods in accordance with the requirements of the Contract.
- 7.5 WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNHCR stated in or arising under the Contract, the Contractor warrants and represents that:
- 7.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
 - 7.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNHCR with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;
 - 7.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
 - 7.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
 - 7.5.5 The goods are new and unused;
 - 7.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNHCR in accordance with the Contract;
 - 7.5.7 During any period in which the Contractor’s warranties are effective, upon notice by UNHCR that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNHCR for the purchase price paid for the defective goods; and,
 - 7.5.8 The Contractor shall remain responsive to the needs of UNHCR for any services that may be required in connection with any of the Contractor’s warranties under the Contract.
- 7.6 ACCEPTANCE OF GOODS:** Under no circumstances shall UNHCR be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNHCR may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNHCR be obligated to accept any goods unless and until UNHCR has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UNHCR shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNHCR in fact provides such written acceptance. In no case shall payment by UNHCR in and of itself constitute acceptance of the goods.
- 7.7 REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UNHCR under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNHCR, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNHCR of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNHCR:
- 7.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNHCR; or,

7.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; *or*,

7.7.3 replace the goods with goods of equal or better quality; *and*,

7.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNHCR.

7.8 In the event that UNHCR elects to return any of the goods for the reasons specified in Article 7.7, above, UNHCR may procure the goods from another source. In addition to any other rights or remedies available to UNHCR under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNHCR shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

7.9 **TITLE:** The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to UNHCR upon delivery of the goods and their acceptance by UNHCR in accordance with the requirements of the Contract.

7.10 **EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNHCR under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNHCR, UNHCR shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly inform UNHCR in writing and consult with UNHCR to enable UNHCR to take appropriate measures to resolve the matter.

8. INDEMNIFICATION:

8.1 The Contractor shall indemnify, defend, and hold and save harmless, UNHCR, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNHCR, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

8.1.1 allegations or claims that the possession of or use by UNHCR of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNHCR under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

8.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

8.2 The indemnity set forth in Article 8.1.1, above, shall not apply to:

8.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNHCR directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

8.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNHCR or another party acting under the direction of UNHCR made such changes.

- 8.3 In addition to the indemnity obligations set forth in this Article 8, the Contractor shall be obligated, at its sole expense, to defend UNHCR and its officials, agents and employees, pursuant to this Article 8, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 8.4 UNHCR shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNHCR or any matter relating thereto, which only UNHCR itself is authorized to assert and maintain. UNHCR shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
- 8.5 In the event the use by UNHCR of any goods, property or services provided or licensed to UNHCR by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
- 8.5.1 procure for UNHCR the unrestricted right to continue using such goods or services provided to UNHCR;
 - 8.5.2 replace or modify the goods or services provided to UNHCR, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
 - 8.5.3 refund to UNHCR the full price paid by UNHCR for the right to have or use such goods, property or services, or part thereof.

9. INSURANCE AND LIABILITY:

- 9.1 The Contractor shall pay UNHCR promptly for all loss, destruction, or damage to the property of UNHCR caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 9.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
- 9.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
 - 9.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
 - 9.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,
 - 9.2.4 such other insurance as may be agreed upon in writing between UNHCR and the Contractor.
- 9.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

- 9.4 The Contractor acknowledges and agrees that UNHCR accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 9.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNHCR, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
- 9.5.1 name UNHCR as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
 - 9.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNHCR;
 - 9.5.3 provide that UNHCR shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
 - 9.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNHCR.
- 9.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 9.7 Except for any self-insurance program maintained by the Contractor and approved by UNHCR for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNHCR. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNHCR with evidence, in the form of certificate of insurance or such other form as UNHCR may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNHCR reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 9.5.3, above, the Contractor shall promptly notify UNHCR concerning any cancellation or material change of insurance coverage required under the Contract.
- 9.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
10. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNHCR.
11. **EQUIPMENT FURNISHED BY UNHCR TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNHCR to the Contractor for the performance of any obligations under the Contract shall rest with UNHCR, and any such equipment shall be returned to UNHCR at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNHCR, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNHCR for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
12. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 12.1 Except as is otherwise expressly provided in writing in the Contract, UNHCR shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNHCR under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNHCR.

- 12.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNHCR does not and shall not claim any ownership interest thereto, and the Contractor grants to UNHCR a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 12.3 At the request of UNHCR, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNHCR in compliance with the requirements of the applicable law and of the Contract.
- 12.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNHCR, shall be made available for use or inspection by UNHCR at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNHCR authorized officials on completion of work under the Contract.
13. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS OR OF UNHCR:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the United Nations or UNHCR, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or of UNHCR, or any abbreviation of the name of the United Nations or of UNHCR in connection with its business or otherwise without the written permission of UNHCR.
14. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”)¹, shall be held in confidence by that Party and shall be handled as follows:
- 14.1 The recipient (“Recipient”) of such Information shall:
- 14.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
 - 14.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.
- 14.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 14, the Recipient may disclose Information to:
- 14.2.1 any other party with the Discloser’s prior written consent; *and*,
 - 14.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
 - 14.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
 - 14.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
 - 14.2.2.3 for UNHCR, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

¹ Information and data that is considered by UNHCR as proprietary and confidential includes, but is not limited to, data pertaining to refugees and persons of concern to UNHCR.

- 14.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of UNHCR, the Contractor will give UNHCR sufficient prior notice of a request for the disclosure of Information in order to allow UNHCR to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 14.4 UNHCR may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 14.5 The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 14.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 15.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 15.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNHCR shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 16, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNHCR shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 15.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNHCR is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

16. TERMINATION:

- 16.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 19 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 16.2 UNHCR may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNHCR applicable to the performance of the Contract or the funding of UNHCR

applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNHCR may terminate the Contract without having to provide any justification therefor.

- 16.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNHCR, the Contractor shall, except as may be directed by UNHCR in the notice of termination or otherwise in writing:
 - 16.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 16.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 16.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNHCR and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 16.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 16.3.5 transfer title and deliver to UNHCR the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 16.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNHCR thereunder;
 - 16.3.7 complete performance of the work not terminated; *and*,
 - 16.3.8 take any other action that may be necessary, or that UNHCR may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNHCR has or may be reasonably expected to acquire an interest.
- 16.4 In the event of any termination of the Contract, UNHCR shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNHCR shall not be liable to pay the Contractor except for those goods delivered and services provided to UNHCR in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNHCR or prior to the Contractor's tendering of notice of termination to UNHCR.
- 16.5 UNHCR may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
 - 16.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
 - 16.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
 - 16.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
 - 16.5.4 a receiver is appointed on account of the insolvency of the Contractor;
 - 16.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
 - 16.5.6 UNHCR reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 16.6 Except as prohibited by law, the Contractor shall be bound to compensate UNHCR for all damages and costs, including, but not limited to, all costs incurred by UNHCR in any legal or non-legal proceedings, as a result of any of the events specified in Article 16.5, above, and resulting from or relating to a termination of the

Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNHCR of the occurrence of any of the events specified in Article 16.5, above, and shall provide UNHCR with any information pertinent thereto.

16.7 The provisions of this Article 16 are without prejudice to any other rights or remedies of UNHCR under the Contract or otherwise.

17. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

18. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNHCR shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNHCR shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

19. **SETTLEMENT OF DISPUTES:**

19.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

19.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

20. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).

21. **TAX EXEMPTION:**

21.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including UNHCR as one of its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNHCR from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNHCR to determine a mutually acceptable procedure.

21.2 The Contractor authorizes UNHCR to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNHCR before the payment thereof and UNHCR has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNHCR with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNHCR shall reimburse the

Contractor for any such taxes, duties, or charges so authorized by UNHCR and paid by the Contractor under written protest.

22. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNHCR, as such obligations are set forth in vendor registration procedures.

23. **MODIFICATIONS:**

- 23.1 The Director of the Division for Emergency and Supply Management, or such other contracting authority as UNHCR has made known to the Contractor in writing, possesses the authority to agree on behalf of UNHCR to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNHCR unless provided by a valid written amendment to the Contract signed by the Contractor and the Director of the Division for Emergency and Supply Management or such other contracting authority.
- 23.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 23.1, above.
- 23.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNHCR nor in any way shall constitute an agreement by UNHCR thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 23.1, above.

24. **AUDITS AND INVESTIGATIONS:**

- 24.1 Each invoice paid by UNHCR shall be subject to a post-payment audit by auditors, whether internal or external, of UNHCR or by other authorized and qualified agents of UNHCR at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNHCR shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNHCR other than in accordance with the terms and conditions of the Contract.
- 24.2 The Contractor acknowledges and agrees that, from time to time, UNHCR may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of UNHCR to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNHCR access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNHCR hereunder.

25. **LIMITATION ON ACTIONS:**

- 25.1 Except with respect to any indemnification obligations in Article 8, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 19.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 25.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready

to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
27. **MINES:** The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any), is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
28. **SEXUAL EXPLOITATION:**
 - 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
 - 28.2 UNHCR shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.
29. **EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO UNHCR:** The Contractor warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on UNHCR and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR. The Contractor hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to UNHCR. The failure of the Contractor to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, at no cost to UNHCR.
30. **PAYMENT INSTRUCTIONS:** UNHCR shall, on the fulfillment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment by bank transfer within thirty days of receipt of the Contractor's invoice for the goods and copies of any other documentation specified in the Contract. Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the parties, provided payment is made within the period required by such payment terms. The prices shown in the Contract or the purchase order may not be increased except by express written agreement of UNHCR. Documents are to be sent to the address indicated in the Contract or purchase order.

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